

## **NON-DISCLOSURE AGREEMENT FOR CCR (EXTRACT) INFORMATION**

1. To carry out the duties as the information dissemination (ID) source for the Central Contractor Registry (CCR), the Defense Logistic Information Service (DLIS) may disclose information to authorized representatives of the United States (U.S.) Government. This Non-Disclosure Agreement ("Agreement") covers information provided to the Department of Defense (DoD) under a mandate for federal contractors as described in 48 CFR, Parts 204, 212, and 252 and the Debt Collection Improvement Act of 1996, Public Law 104-134. The disclosure, of such information, to the public or outside of the Government shall be in accordance with all conditions and limitations set forth herein.

2. This Agreement is entered into between DLIS and \_\_\_\_\_ (The Data Receiver), which was signed on \_\_\_\_\_ with an expected duration of \_\_\_\_\_ years. The Data Receiver has a requirement(s) for such data to perform certain tasks on behalf of the U. S. Federal Government. Because of this requirement(s), The Data Receiver is considered "authorized" for the purpose of this Agreement.

3. DLIS hereby determines that disclosure of information described in paragraphs 1 and 4 is necessary so that The Data Receiver may perform the duties required of them by the U. S. Federal Government.

4. Extracts available are attached and include:

- a. Master Complete Extract
- b. Master Public Extract
- c. Master Proprietary Extract
- d. Master Sensitive Extract
- e. Master Marketing Partner Id Number (MPIN) Extract

5. DLIS shall grant access to information described in paragraphs 1 and 4 until such time as the information is no longer required for the performance of work on behalf of the U. S. Federal Government or The Data Receiver request termination of access or DLIS terminates access.

6. The Data Receiver accepts the obligations contained in this Agreement in consideration of being granted access to the information described in paragraphs 1 and 4. The Data Receiver acknowledges that all obligations imposed by this agreement concerning the use and disclosure of such information apply for the duration of the requirement and at all times thereafter.

7. The Data Receiver agrees that it shall use the information described in paragraphs 1 and 4 only for the purpose of the work required by the U. S. Federal Government and shall not use such data for commercial purposes.

8. The Data Receiver agrees it shall not disclose or provide access to information described in paragraphs 1 and 4 to anyone unless it has verified that the recipient has been properly authorized to receive such information, e.g., employees of The Data Receiver or contractors who have signed Employee/Subcontractor Non-Disclosure Agreements pursuant to this Agreement.

9. The Data Receiver agrees to adopt operating procedures and physical security measures to properly safeguard such information from unauthorized use and from disclosure or release to unauthorized third parties.

10. The Data Receiver agrees to return to DLIS all copies of any abstracts or extracts of data described in paragraphs 1 and 4, of which it has possession pursuant to this Agreement, upon request of DLIS or the completion or termination of the tasks set forth by the U.S. Federal Government, whichever comes first.

11. The Data Receiver agrees to obtain a written agreement to honor the terms of the Agreement from each contractor, sub-contractor and employee of the contractor or subcontractor who will have access to such information before the contractor, sub-contractor or employee is allowed such access.

12. The Data Receiver hereby acknowledges that no contractor, sub-contractor, consultant or employee who will have access to such information is debarred, suspended or otherwise ineligible to perform on an U. S. Federal Government contract.

13. The Data Receiver hereby acknowledges that any violation or breach of this Agreement on the part of a contractor, sub-contractor, consultant or any employee of a contractor or sub-contractor shall constitute grounds for termination of access to such information; suit for damages; suit to enforce the Agreement, including but not limited to, application for a court order prohibiting disclosure or use of information in violation or breach of this Agreement; and or suit for civil fines or penalties. The Data Receiver further acknowledges that the unauthorized use, disclosure or retention of the information may constitute a violation of the U.S. criminal laws, including provisions of sections 641, 793, 794, and 1905, title 18 U. S. Code, and that nothing in this Agreement constitutes a waiver by the U. S. of the right to prosecute for any statutory violation.

Signature of Acknowledging Party: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title / Office: \_\_\_\_\_

Commercial Phone: \_\_\_\_\_ DSN: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

Non-Disclosure Statement. This statement must be signed by each contractor requesting access to CCR Extract Data.

If the acknowledging individual is not a Government employee, a Government sponsor must be provided below:

Signature of Government Sponsor: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title / Office: \_\_\_\_\_

Commercial Phone: \_\_\_\_\_ DSN: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

Access to CCR Extract Data must be approved by the DoD Electronic Business Program Office POC:

**Ms. Linda Burgher, DoD E-Business, Phone: 703-767-6911 FAX: 703-322-6279**

Signature of Approving Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Commercial Phone: \_\_\_\_\_ DSN: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

DLIS Program Management Office POCs:

Thresa Cameron, Phone: 269-961-4385 FAX: 269-961-7722

Danine Milligan, Phone: 269-961-4438 FAX: 269-961-7722